

COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: MG DEPUTY1
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

4 ANTHONY CALIFORNIA, INC.,

5 Plaintiff,

6 v.

7 FIRE POWER CO., LTD.; NEW
8 BRIGHT JET LIGHTING
9 (SHENZHEN) CO., LTD.; INTEREST
PLUS INVESTMENTS LIMITED;
10 CHIEN TSAI TSAI; and CHIEN HO
11 TSAI,

12 Defendants.

13 AND RELATED COUNTER-CLAIMS

Case No. 5:15-CV-00876-JGB-SP

REDACTED

SPECIAL VERDICT FORM

SPECIAL VERDICT FORM

Ladies and gentlemen of the jury, it is now your duty to answer the questions presented in this Special Verdict Form.

I have already instructed you on the law that you are to use in answering these questions. You must follow my instructions and the form carefully. You must consider each question separately. Although you may discuss the evidence and the issues to be decided in any order, you must answer the questions on the verdict form in the order they appear. After you answer a question, the form tells you what to do next.

All of you must deliberate on and answer each question. All of you must agree on an answer before you can move on to the next question.

When you have finished filling out the form, your presiding juror must write the date and sign it at the bottom of the last page and then notify the marshal that you are ready to present your verdict in the courtroom.

YOUR ANSWERS MUST BE UNANIMOUS.

COPYRIGHT INFRINGEMENT

1. Do you find that the Plaintiff **Anthony California, Inc.** is the owner of a valid copyright in the Lamp Designs?

		Yes	No
8	A. VA 1-938-070 (Exhibit 22)		X
9			
10	B. VA 1-938-072 (Exhibit 23)	X	
11			
12	C. VA 1-938-067 (Exhibit 24)		X
13			
14	D. VA 1-938-116 (Exhibit 25)	X	
15			
16	E. VA 1-938-122 (Exhibit 26)	X	
17			
18	F. VA 1-938-118 (Exhibit 27)	X	
19			

If your answer to any part of question 1 is “yes,” then answer questions 2-5. If you answered each part of question 1 as “no,” proceed directly to page 9.

24 2. Do you find that Fire Power Co., Ltd., New Bright Jet Lighting
25 (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited copied and sold the
26 Lamp Designs in an unauthorized manner?

3 A. VA 1-938-070 _____ X
4 (Exhibit 22)

6 If yes, was it Willful Non-willful Innocent

9 Yes No

10 B. VA 1-938-072 X
11 (Exhibit 23) _____

13 If yes, was it Willful Non-willful Innocent

14 X

If **yes**, was it Willful Non-willful Innocent

22 | Page

25 D. VA 1-938-116 Yes _____ No
26 (Exhibit 25)

1	If yes, was it	Willful	Non-willful	Innocent
2		_____	_____	_____
3				
4		Yes	No	
5	E. VA 1-938-122	X		
6	(Exhibit 26)			
7	If yes, was it	Willful	Non-willful	Innocent
8		X	_____	_____
9				
10				
11	F. VA 1-938-118	Yes	No	
12	(Exhibit 27)	_____	X	_____
13	If yes, was it	Willful	Non-willful	Innocent
14		_____	_____	_____
15				
16	Proceed to question 3.			
17				

3. If you answered "Willful," "Non-willful," or "Innocent" to any Lamp Design in question 2, what is the amount of statutory damages that Plaintiff **Anthony California, Inc.** is entitled to recover from **Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd.**, and/or **Interest Plus Investments Limited**? Note: The statutory range for damages are as follows:

- Willful infringement: \$750 - \$150,000 **per** Lamp Design
- Non-willful infringement: \$750-\$30,000 **per** Lamp Design
- Innocent infringement: \$200-\$30,000 **per** Lamp Design.

	Fire Power	New Bright	Interest Plus	
	Amount:	Amount:	Amount:	
A.	VA 1-938-070 (Exhibit 22)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
B.	VA 1-938-072 (Exhibit 23)	\$ <u>7576.18</u>	\$ <u>7576.18</u>	\$ <u>7576.18</u>
C.	VA 1-938-067 (Exhibit 24)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
D.	VA 1-938-116 (Exhibit 25)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
E.	VA 1-938-122 (Exhibit 26)	\$ <u>7576.18</u>	\$ <u>7576.18</u>	\$ <u>7576.18</u>
F.	VA 1-938-118 (Exhibit 27)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
		Total \$ <u>45,457.08</u>		

Proceed to question 4.

4. Do you find that **Chien Tsai Tsai** and/or **Chien Ho Tsai** copied and sold the Lamp Designs in an unauthorized manner?

	Yes	No
A.	VA 1-938-070 (Exhibit 22)	<u> </u> <u>X</u>
	If yes, was it	Willful Non-willful Innocent
		<u> </u> <u> </u> <u> </u>

		Yes	No
1			
2	B. VA 1-938-072 (Exhibit 23)	<input checked="" type="checkbox"/>	_____
3			
4	If yes, was it	Willful	Non-willful
5		<input checked="" type="checkbox"/>	_____
6			
7		Yes	No
8			
9	C. VA 1-938-067 (Exhibit 24)	_____	<input checked="" type="checkbox"/>
10			
11	If yes, was it	Willful	Non-willful
12		_____	_____
13			
14		Yes	No
15			
16	D. VA 1-938-116 (Exhibit 25)	_____	<input checked="" type="checkbox"/>
17			
18	If yes, was it	Willful	Non-willful
19		_____	_____
20			
21		Yes	No
22			
23	E. VA 1-938-122 (Exhibit 26)	<input checked="" type="checkbox"/>	_____
24			
25	If yes, was it	Willful	Non-willful
26		_____	_____
27			
28		Yes	No

		Yes	No
			X
1			
2			
3	F. VA 1-938-118 (Exhibit 27)		
4			
5	If yes, was it	Willful	Non-willful
6			
7			
8	Proceed to question 5.		
9			
10	5. If you answered "Willful," "Non-willful," or "Innocent" to any Lamp Design in question 4, what is the amount of statutory damages that Plaintiff Anthony		
11	California, Inc. is entitled to recover from Chien Tsai Tsai and/or Chien Ho Tsai		
12	Note: The statutory range for damages are as follows:		
13	-Willful infringement: \$750 - \$150,000 per Lamp Design		
14	-Non-willful infringement: \$750-\$30,000 per Lamp Design		
15	-Innocent infringement: \$200-\$30,000 per Lamp Design.		
16			
17		Chien Tsai Tsai	Chien Ho Tsai
18		Amount:	Amount:
19			
20	A. VA 1-938-070 (Exhibit 22)	\$ <u>0</u>	\$ <u>0</u>
21			
22	B. VA 1-938-072 (Exhibit 23)	\$ <u>7576.18</u>	\$ <u>7576.18</u>
23			
24	C. VA 1-938-067 (Exhibit 24)	\$ <u>0</u>	\$ <u>0</u>
25			
26	D. VA 1-938-116 (Exhibit 25)	\$ <u>0</u>	\$ <u>0</u>
27			
28			

E. VA 1-938-122 \$ 7,576.18 \$ 7,576.18
(Exhibit 26)

F. VA 1-938-118 \$ \$
(Exhibit 27)

Total \$ 30,304.72

MISAPPROPRIATION OF TRADE SECRET

1. Was **Anthony California, Inc.** the owner of confidential customer, inventory, sales, pricing, and product data (collectively “Confidential Information”) housed on **Anthony California**’s secure website via unique login identification numbers?

X Yes _____ No

If your answer to question 1 is “yes,” then answer question 2. If you answered “no,” proceed directly to page 12.

2. Was this Confidential Information secret at the time of the alleged misappropriation?

X Yes _____ No _____

If your answer to question 2 is “yes,” then answer question 3. If you answered “no,” proceed directly to page 12.

3. Did this Confidential Information have actual or potential independent economic value because they were secret?

X Yes _____ No _____

If your answer to question 3 is “yes,” then answer question 4. If you answered “no,” proceed directly to page 12.

4. Did **Anthony California, Inc.** make reasonable efforts under the circumstances to keep the Confidential Information secret?

1 Yes No

2 If your answer to question 4 is “yes,” then answer question 5. If you answered “no,”
3 proceed directly to page 12.

4

5 6. Did Defendants acquire, use or disclose the trade secrets by improper
6 means?

7 Yes No

8 If your answer to question 5 is “yes,” then answer question 6. If you answered “no,”
9 proceed directly to page 12.

10

11

12 6. Was Defendants’ improper acquisition, use, or disclosure of the
13 Confidential Information a substantial factor in causing **Anthony California, Inc.**
14 harm?

15 Yes No

16 If your answer to question 6 is “yes,” then answer question 7. If you answered “no,”
17 proceed directly to page 12.

18

19 7. Did Defendants act willfully and maliciously so as to justify an award of
20 punitive damages?

21 Yes No

22

23 Proceed to question 8.

24

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1 8. What are **Anthony California, Inc.**'s damages?

2 • Past economic loss

3 lost earnings \$_____

4 lost profits \$_____

5 other past economic loss \$_____

6 Total Past Economic Damages: \$_____

7 • Future economic loss

8 lost earnings \$_____

9 lost profits \$_____

10 other future economic loss \$_____

11 Total Future Economic Damages: \$_____

12 TOTAL \$_____

INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

1. Did **Anthony California, Inc.** and 1) American Furniture Warehouse, and/or 2) Raymour & Flanigan have an economic relationship that probably would have resulted in an economic benefit to **Anthony California, Inc.**?

X Yes _____ No _____

If your answer to question 1 is “yes,” then answer question 2. If you answered “no,” proceed directly to page 15.

2. Did Defendants know of the relationship?

X Yes _____ No

If your answer to question 2 is “yes,” then answer question 3. If you answered “no,” proceed directly to page 15.

3. Did Defendants 1) manufacture and sell infringing products and
unjustly deprive Anthony California of its sales, and/or 2) intentionally delay
payment of Anthony California products to disrupt these economic relationships?

X Yes _____ No _____

If your answer to question 3 is “yes,” then answer question 4. If you answered “no,” proceed directly to page 15.

1 4. By engaging in this conduct, did Defendants intend to disrupt the
2 relationships or know that disruption of the relationships was certain or substantially
3 certain to occur?

4 Yes No

5 If your answer to question 4 is "yes," then answer question 5. If you answered "no,"
6 proceed directly to page 15.

8 9 5. Was the relationship disrupted?

10 Yes No

11 If your answer to question 5 is "yes," then answer question 6. If you answered "no,"
12 proceed directly to page 15.

14 15 6. Was Defendants' conduct a substantial factor in causing harm to
16 **Anthony California, Inc.?**

17 Yes No

18 If your answer to question 6 is "yes," then answer question 7. If you answered "no,"
19 proceed directly to page 15.

21 22 7. What are **Anthony California, Inc.**'s damages?

23 • Past economic loss

24 lost earnings \$

25 lost profits \$ 191,070.68

26 other past economic loss \$

1 Total Past Economic Damages: \$ 191,070.68

2 • Future economic loss

3 lost earnings \$ —

4 lost profits \$ 95,535.34

5 other future economic loss\$ —

6 Total Future Economic Damages: \$ 95,535.34

7 • Past noneconomic loss, including reputational harm: \$ 0

8 • Future noneconomic loss, including reputational harm: \$ 0

9 TOTAL \$ 286,606.02

10 ~~RECEIVED IN COURT FEE DOLLARS
RECEIVED FEE DOLLARS~~

11 TWO HUNDRED EIGHTY-SIX THOUSAND, SIX HUNDRED

12 AND SIX AND 02/100 DOLLARS.

BREACH OF CONTRACT: BOOK ACCOUNT

1. Did you find that Anthony California, Inc. and Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and Interest Plus Investments Limited had financial transactions?

X Yes _____ No _____

Proceed to question 2.

2. Did you find that Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and Interest Plus Investments Limited kept an account of the debits and credits involved in the transactions?

Yes No

If your answer to question 2 is “yes,” then answer question 3. If you answered “no,” proceed directly to page 16.

3. Did you find that Anthony California, Inc. owes Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited money on the account?

Yes No

If your answer to question 3 is “yes,” then answer question 4. If you answered “no,” proceed directly to page 16.

4. The amount of money owed by **Anthony California, Inc.** is:

\$ 75,761.80

Proceed to the next page.

1 You have now completed this Special Verdict Form and should so advise the
2 Marshal or a member of my staff. The Foreperson should sign and date the Form
3 below:

4

5 Juror No. 7

6

7 Foreperson: _____

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Dated: 5-16-18

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